

## SCHEDULE 6

### Order Form Template and Call-Off Schedules

#### ORDER FORM

CALL-OFF REFERENCE:	C81436
THE BUYER:	NHS Digital
BUYER ADDRESS	7 and 8 Wellington Place Leeds West Yorkshire LS1 4AP
THE SUPPLIER:	Computacenter (UK) Limited
SUPPLIER ADDRESS:	Hatfield Business Park, Hatfield Avenue, Hatfield, AL109TW
REGISTRATION NUMBER:	01584718
	
SID4GOV ID:	Not applicable

#### 1. APPLICABLE FRAMEWORK CONTRACT

- 1.1 This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature below.
- 1.2 It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

#### 2. CALL-OFF LOT(S)

Lot 3 Software & Associated Services

#### 3. CALL-OFF INCORPORATED TERMS

- 3.1 The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:
- 3.1.1 this Order Form including the Call-Off Special Terms and Call-Off Special Schedules;
  - 3.1.2 Joint Schedule 1 (Definitions and Interpretation) RM6068; and
  - 3.1.3 the following Schedules in equal order of precedence:
    - (a) Joint Schedules for RM6068;
      - (i) Joint Schedule 2 (Variation Form);
      - (ii) Joint Schedule 3 (Insurance Requirements);
      - (iii) Joint Schedule 4 (Commercially Sensitive Information);
      - (iv) Joint Schedule 6 (Key Subcontractors); and

- (v) Joint Schedule 10 (Rectification Plan);
- (b) Call-Off Schedules for [Insert Call-Off reference number]:
  - (i) Call-Off Schedule 1 (Transparency Reports);
  - (ii) Call-Off Schedule 5 (Pricing Details) amended as attached;
  - (iii) Call-Off Schedule 6 (ICT Services), excluding Annexes A to E of Call-Off Schedule 6 (ICT Services);
  - (iv) Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B amended as attached;
  - (v) Call-Off Schedule 14 (Service Levels) amended as attached;
  - (vi) Call-Off Schedule 15 (Call-Off Contract Management) amended as attached;
  - (vii) Call-Off Schedule 20 (Call-Off Specification)
- 3.1.4 Call-Off Schedule 21 (Key Subcontractor Order Form)
- 3.1.5 CCS Core Terms (version 3.0.6);
- 3.1.6 Joint Schedule 5 (Corporate Social Responsibility) RM6068;
- 3.1.7 Call-Off Schedule 4 (Call-Off Tender); and as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
- 3.1.8 Annexe D to Call-Off Schedule 6 (ICT Services) as attached.
- 3.2 No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### 4. CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

##### Special Term 1: **Cyber Security Requirements**

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (**DSP Toolkit**), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the this Call-Off Contract notified to the Supplier by the Buyer from time to time;

##### Special Term 2: **Execution and Counterparts**

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

## 36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

### Special Term 3: **Escrow Account**

The following drafting shall be included as new Clauses 4.12 to 4.16 of the Core Terms of the Call-Off Contract:

4.12 Pursuant to Clauses 4.4 of the Call-Off Contract, the Buyer is, subject to the terms of the Call-Off Contract, required to transfer to the Supplier such sums (the "**Escrow Amount**") as may be properly due and owing to the Key Subcontractor so that the Supplier can arrange for the payment to the Key Subcontractor.

4.13 Save in respect of the Escrow Amount payable in respect of the invoice ("the First Year's Invoice") relating to the amounts due to the Key Subcontractor for the period of twelve (12) months commencing on the Call-Off Start Date, the Buyer shall pay the Escrow Amount into an escrow account referred to in clause 4.14 of the Call-Off Contract and the Supplier shall hold such Escrow Amount on trust on behalf of the Buyer in accordance with the terms of the Call-Off Contract pending application in satisfaction of amounts due to the Key Subcontractor. The Escrow Amount shall be used solely for the purpose of satisfying amounts due to the Key Subcontractor in respect of the provision of Deliverables to the Buyer or for the reimbursement of any remaining balances to the Buyer.

4.14 In connection with the arrangements described in clauses 4.12 and 4.13, the Supplier shall as soon as reasonably practicable and in any event within three (3) months of the Call-Off Start Date open a trust account and shall forward to the Buyer the number, sort code, IBAN with a bank reasonably acceptable to the Buyer (the "**Bank**") under reference "Computacenter NHS Digital Escrow Account" (the "**Escrow Account**").

4.15 The Supplier and the Buyer shall, both acting in good faith and not unreasonably withholding or delaying their agreement, agree the mandate in respect of the Escrow Account, which shall be in accordance with the provisions of Clause 4.13. The Supplier shall notify the Buyer upon receipt of confirmation from the Bank that the Escrow Amount has been credited to the Escrow Account. Subject to receipt of the Escrow Amount by the Supplier, the Escrow Amount is to be held by on trust for the benefit of the Buyer pending release strictly in accordance with the terms of clause 4.13.

4.15 The Supplier shall not issue instructions for any amount to be paid out of the Escrow Account other than as provided in clause 4.13 of the Call-Off Contract.

4.16 The Buyer shall pay the First Year's Invoice by transferring the amount due to such nominated US dollar bank account as the Supplier shall reasonably stipulate.

### Special Term 4: **Key Subcontractor Order Form**

A new Call-Off Schedule 21 (Key Subcontractor Order Form) will be incorporated into the Call-Off Contract.

The Supplier shall purchase the Deliverables, for resale to the Buyer, from the Key Subcontractor in accordance with the order form set out in Call-Off Schedule 21 (Key Subcontractor Order Form) and the Supplier shall act reasonably when enforcing the provisions of Attachment 2 of such order form against the Key Subcontractor.

## Special Term 5: Termination for Convenience

During each year of the Call-Off, Buyer shall, by serving no less than 90 days' advanced written notice to Key Subcontractor prior to each anniversary date of the Call-Off Start Date, be entitled to terminate this Call-Off Contract for convenience. For the avoidance of doubt, all fees paid or payable at the time notice is served in accordance with Section 9.6 of the Master Agreement made between the Buyer and Key Subcontractor, shall be non-refundable and/or remain due by the Buyer. For the avoidance of doubt, if a notice is served no less than 90 days prior to an anniversary date, Buyer shall not be liable for any further payments.

CALL-OFF START DATE:	1 February 2023
CALL-OFF EXPIRY DATE:	31 January 2026
CALL-OFF INITIAL PERIOD:	36 Months
CALL-OFF OPTIONAL EXTENSION	N/A
PERIOD	N/A

### 5. CALL-OFF DELIVERABLES

The Call-Off Deliverables are the Deliverables specified by the Buyer as priced in Call-Off Schedule 5 and resold by the Supplier to the Buyer in accordance with this Call-Off and the MCSA made between the Buyer and Key Subcontractor.

### 6. NOT USED

### 7. DATES FOR DELIVERY OF THE DELIVERABLES

1 February 2023

### 8. TESTING OF DELIVERABLES

Not Applicable

### 9. WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the warranty period set out in the MCSA made between the Buyer and Key Subcontractor.

### 10. MAXIMUM LIABILITY

10.1 The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

10.2 The Estimated Year 1 Charges used to calculate liability in the first Contract Year is five million US Dollars (\$5,000,000).

### 11. CALL-OFF CHARGES

11.1 See details in Call-Off Schedule 5 (Pricing Details).

11.2 The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

### 12. REIMBURSABLE EXPENSES

None.



### 13. PAYMENT METHOD

Payment by BACS. The Supplier must be in receipt of a valid purchase order number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment, it is important that the invoice is compliant, and that includes an Item number (if applicable) and the details (name and telephone number) of the customer contact. Non-compliant invoices will be sent back to the supplier which may delay payment.

### 14. BUYER'S INVOICE ADDRESS:

- 14.1 Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at [financialaccounts@nhs.net](mailto:financialaccounts@nhs.net)
- 14.2 Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net) (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

### 15. BUYER'S AUTHORISED REPRESENTATIVE

- 15.1 [REDACTED]
- 15.2 [REDACTED]
- 15.3 [REDACTED]
- 15.4 [REDACTED]

### 16. BUYER'S ENVIRONMENTAL POLICY

[Sustainable development management plan summary report 2017-2022 - NHS Digital](#)

### 17. BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

### 18. SUPPLIER'S AUTHORISED REPRESENTATIVE

- 18.1 [REDACTED]
- 18.2 [REDACTED]
- 18.3 [REDACTED]
- 18.4 [REDACTED]

### 19. SUPPLIER'S CONTRACT MANAGER

- 19.1 [REDACTED]
- 19.2 [REDACTED]
- 19.3 [REDACTED]
- 19.4 [REDACTED]

### 20. PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

**21. PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter.

**22. KEY SUBCONTRACTOR(S)**

Databricks Inc,  
160 Spear Street,  
Suite 1300,  
San Francisco,  
CA 94105,  
USA.

**23. COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years.

**24. SERVICE CREDITS**

Not applicable

**25. ADDITIONAL INSURANCES**

Not applicable.

**26. GUARANTEE**

Not applicable.

**27. SOCIAL VALUE COMMITMENT**

- 27.1 The Supplier agrees in providing the deliverables and performing its obligations under the call off contract that it will comply with the social value commitments in call off Schedule 4 (call off tender)

[REDACTED]

[REDACTED]























### **Call-Off Schedule 8 (Business Continuity & Disaster Recovery)**

- 1 The Supplier confirms that both the Supplier and the Key Subcontractor have a business continuity and disaster recovery plan.
- 2 The Key Subcontractor's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier and/or the Key Subcontractor if required at no additional cost to the Buyer.

## CALL-OFF SCHEDULE 14 (SERVICE LEVELS)

### DEFINITIONS

In this Part Call-Off Schedule 14, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**Performance Monitoring Report** Means a Performance Monitoring Report as specified by Section 3 of this Call-Off Schedule 14

**"Service Level Failure"** means a failure to meet the Service Level Performance Measure in respect of a Service Level;

**"Service Level Performance Measure"** shall be as set out against the relevant Service Level in the Annex to Section 2 of this Call-Off Schedule 14; and

**"Service Level Threshold"** shall be as set out against the relevant Service Level in the Annex to Section 2 to this Call-Off Schedule 14

#### 1. What happens if you don't meet the Service Levels

- 1.1 The Supplier shall at all times provide the Deliverables to meet the Service Level Performance Measure for each Service Level.
- 1.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Section 2 to this Schedule 14.
- 1.3 The Supplier shall send Performance Monitoring Reports to the Buyer in accordance with the provisions of Section 3 (Performance Monitoring) of this Call-Off Schedule 14.

### Section 2: Service Levels

#### 1. Service Levels

- 1.1 If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
  - 1.1.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer;
  - 1.1.2 instruct the Supplier to comply with the Rectification Plan Process;

### ANNEX 1 TO SECTION 2: SERVICES LEVELS TABLE

Ref	Criterion	Performance Measure	Measurement	Accuracy required	Remedy or Service Credit
KPI 1	Service level Failure severity 1	Production system is down or severely impacted such that routine operation is impossible	Response within 1 business hour from first contact	100%	Not applicable
KPI 2	Service level Failure Severity 2	Production issue where the system is functioning but in degraded or restricted capacity	Response within 4 business hours of first contact	100%	Not applicable
KPI 3	Service level Failure Severity 3	Issue where minor functionality is impacted or a development issue occurs	Response within 1 business day of first contact	100%	Not applicable
KPI 4	Service level Failure severity 4	Request for information or feature request with no	Response with 1 business day of first contact	100%	Not applicable

		impact on business operations			
--	--	-------------------------------	--	--	--

### Section 3: Performance Monitoring

#### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of the proposed process for monitoring and reporting of Service Levels, and the Parties will try to agree the process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") as agreed pursuant to paragraph 1.1 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels;
  - 1.2.3 not used
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 not used; and
  - 1.2.6 such other details as the Buyer may reasonably require .
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a quarterly basis to review by Performance Monitoring Reports. The Performance Review Meetings shall :
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued at such location and time (within normal business hours) as the Parties may agree;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully minuted by the Supplier, with the minutes circulated by to all attendees at the relevant meeting and also any other recipients agreed at the relevant meeting.
- 1.4 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

## **Call-Off Schedule 15 (Call-Off Contract Management)**

**1 Not Used**

**2 Not Used**

### **3 Role of the Supplier Contract Manager**

3.1 The Supplier's Contract Manager's shall be:

- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.



## Call-Off Schedule 20 (Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier is reselling to the Buyer under this Call-Off Contract.

The Supplier and/or its Key Subcontractor will be required to provide the following:

Databricks technology for the provision and management of resources to support Apache Spark and NHS Digitals Data Platform Services.

The product solution should meet the following capabilities: -

### **Spark Support**

- will support the latest version of Spark Support
- Concurrently support multiple versions of Spark
- Demonstrate Spark expertise (and include generic Spark support in support services)

### **Cloud Support**

- Supports NHS Digital's cloud strategy (supports both AWS and Azure)
- Solution will be deployed in AWS
- needs to demonstrate portability to Azure.

### **Cluster management**

- Support auto scaling
- Supports spot and on demand instances
- Allows configurable % for spot bidding price
- Automatic termination of idle clusters with configurable time frames
- Automatic start of clusters upon ODBC event trigger
- Automatic enforcement of cluster parameters (e.g. tagging for charge back, enforcement of spot price use (where applicable and possible))
- Support serverless clusters, which will provide at least:
  - multi-tenant environment for experimentation
  - Query watchdogs that limit the amount of data the user can retrieve
  - Configurable task pre-emption that will ensure fair share of cluster time for all users
  - Fault isolation

### **Jobs scheduler**

- Easily convert notebooks to production pipelines
- Configure a job to be run:

- Schedule a notebook or Jar to be run
- Specify an existing cluster to run the job or launch a new cluster just to run the job
- Specify when to run the job
- Set alerts for job start, end, and error, which can hook into any monitoring tools you have if they support email triggers.
- Specify a timeout
- Configure retries
- Configure job execution concurrency
- Access the persistent logs and output for a scheduled job, even after the cluster has been shut down.

### **Security**

- Meets GPG Class V (Health & Social Care Cloud Security – Good Practice Guide)
- Demonstrate HIPPA compliance (3rd party audit)
- Read-only SQL environment that supports granular security and JDBC connections integrating with external SQL tools.
- Provides air gapped deployment (no access by service provider)
- Demonstrate process for version and patch management.
- Encryption of volumes
- Secrets management
- Supports different user roles
- Notebook ACL Permission
- ACL for jobs
- Cluster ACL Permission
- Allow running of custom services such as security agents on driver and worker nodes

### **Productionisation**

- Advanced ETL Capability with Python, Scala, & R.
- REST API access
- Integration with BI tools (eg Tableau)
- Version History
- GIT integration
- Manage the images used for the driver and worker nodes through a docker registry

- Allow the use of custom docker images for the deployment of worker and driver nodes.
- Output to parquet tables
- Demonstrate ability to append and update tables without taking off line
- Provide tools for housekeeping parquet files (e.g. compaction, re- organisation) without taking offline any tables.
- Data skipping indexes on the tables

### **Integrated notebooks for code development**

- Notebooks to be fully supported
- Notebook persistence when cluster is terminated
- Cluster management in notebooks
- Debugging in notebooks
- Notebooks to support multiple languages in workspaces (Scala, Python, SQL and R)
- Notebooks to provide capability for library management
- Runtimes available that come with as many of the following machine learning libraries pre-installed as possible
- Scikit Learn
- XGBoost
- TensorFlow
- Keras
- Horovod
- Notebooks to support collaboration
- Shared Comments
- Multiple users able to real-time update the notebook (in parallel)

### **Commercial**

Variable (compute) pricing Pricing to include:-

### **Platform License**

Unlimited user license for all current environments which consist of:

Virtual Private Cloud (PVC) environments

- Development – used for development and engineering of the platform
- Reference, used for testing new engineering/code etc
- Production, used for live data production and data sets

## E2 (SaaS) environment

- The E2 environment will be used to build the DPS upgrade/TRE.
- The E2 environment is a software as a service (SaaS) environment, or COTS product that will be jointly engineered by NHSD/Databricks, with Databricks responsible for the platform optimisation and delivery

## Databrick Compute Units (DBU's)

Databrick Processing Units (DBU's) across the following SKU Types which can be utilised over the term of the contract.

All Purpose
Job Compute
SQL Compute
Light Compute
Jobs compute Photon
All Purpose compute Photon
AWS - Enterprise DLT Core Compute
AWS - Enterprise Pro Compute
AWS - Enterprise Advanced Compute
AWS - Enterprise DLT Core Compute (Photon)
AWS - Enterprise Pro Compute (Photon)
AWS - Enterprise Advanced Compute (Photon)

## System Support

Assigned Customer Support Engineer to co-ordinate support, manage KPIs, run regular review.

Capacity to provide support for platform and data governance, controls and security.

Support Enablement - Capacity to provide on-site support to the NHS Digital team, based in Leeds.

Databricks System Support - Production Level

SupportClassification	Description	Commitment
		Production
StandardSupport Severity 1	Production system is down or severely impacted such that routine operation is impossible	1st contact response time: within 1 hour

StandardSupport Severity 1	Production issue where the system is functioning but in degraded or restricted capacity	1st contact response time: within 4 hours	
StandardSupport Severity 1	Issue where minor functionality is impacted or a development issue occurs	1st contact response time: within 1 business day	
StandardSupport Severity 1	Request for information or feature request with no impact on business operations	1st contact response time: within 1 business day	
Databricks Spark Support	Assistance by qualified Databricks Spark software engineers in troubleshooting problems faced by Buyer in using the Subscription Services	Up to 24 hrs/month	
DatabricksSupport – Max Contacts	Support assistance via email, customer portal (and Slack, if included) and Databricks Academy seats available to number of Contacts specified	1	
Slack Channel Support	Spark Support assistance via Slack (or other instant messaging protocol) channel	Included	
Ticket Support Hours		9am – 6pm business days (choice of any North American time, Central European time	24 x 7 x 365 support for Severity 1 & 2 9am – 6pm business days (all North

	or Singapore/China time zones)	American time zones, Central European and Singapore/China time zones) - Severity 3 and 4
--	--------------------------------	--

### Success Credits

Access to a range of Success Credits for delivery of professional support and training services that can be utilised as required over the term of the contract.

Advisory Services Offerings and Packages		
Services Type	Description	Offering Duration (weeks)
Assurance	Architecture and Best Practices Assessment	
	Architectural Design Review	
	Enterprise-Readiness	
	High Availability / Disaster Recovery Design Review	
	DevOps Best Practices	
	MLOps Best Practices	
	Data Engineering Support	
	Delta Use Case Acceleration	
	Streaming Use Case Acceleration	
	End to End ML MVP Support	
	Overwatch	
Delivery	Data + AI Assessments Standard	
	Data + AI Assessments Enterprise	
	Jumpstart 10-days	
	Jumpstart 2-days	
	Hadoop Migration - Foundation	
	Hadoop Migration - Extended	
	Hadoop Migration - Optimized	
	EMR Migration - Foundation	
	EMR Migration - Extended	
	EMR Migration - Optimized	
	Data Platform Migration – Foundation	

	Data Platform Migration – Extended	
	Data Platform Migration – Optimized	
	Multicloud Migration - Foundation	
	Multicloud Migration - Extended	
	Multicloud Migration - Optimized	
	Lakehouse Buildout - Foundation	
	Lakehouse Buildout - Extended	
	Lakehouse Buildout - Optimized	
	Streaming Analytics - Foundation	
	Streaming Analytics - Extended	
	Streaming Analytics - Optimized	
	Machine Learning - Model MVP	
	Machine Learning - MLOps Optimized	
	Demand Forecasting MVP	
	SQL MVP	
	Shared Services Accelerator Gold	
	Shared Services Accelerator Platinum	
	White Label - Foundation	
	White Label - Extended	
	PS Custom SOW	
Coaching	CS Subscription Silver	
	CS Subscription Gold	
	CS Subscription Platinum	
LearningSub- scription*	Learning Subscription Silver	
	Learning Subscription Gold	
	Learning Subscription Platinum	

### Professional Services

Access to a range of expert resources if required during the contract term

Advisory Services	
Description	
Data Scientist	
Resident Solution Architect / Principal Consultant	



Sr. Consultant
Consultant
Sr. Project Manager
Project Manager
Off-Shore Consultant



**Call-Off Schedule 21 (Key Subcontractor Order Form)**

Databricks, Inc.

160 Spear Street,  
Suite 1300

San Francisco, CA  
94105

Databricks Contact: [REDACTED]

Email: [REDACTED]

Order Effective Date: Date last signed

Quote Number: [REDACTED]

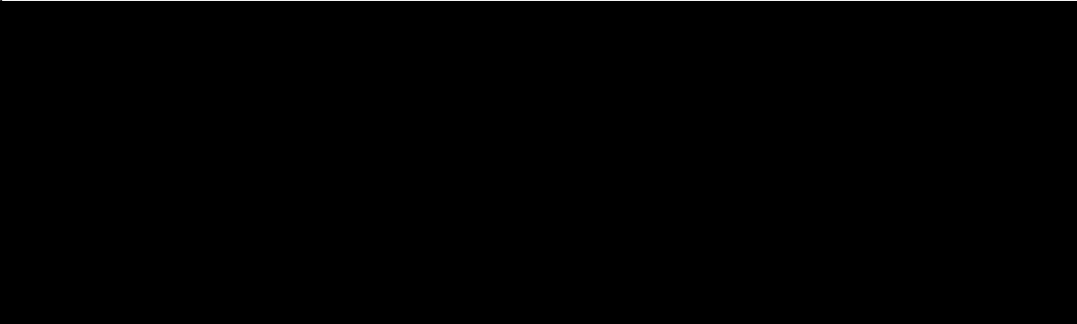
**Information**

<b>Bill to (Reseller) and Customer legal name</b>	Computacenter (UK) Ltd (the “ <b>Reseller</b> ” or “ <b>Bill to</b> ”) on behalf of The Health and Social Care Information Centre (a non-departmental Government body created by the Health and Social Care Act 2012, known as NHS Digital) (the “ <b>Customer</b> ”).
<b>Customer Primary contact (name, title &amp; email):</b>	[REDACTED]
<b>Reseller Accounts Payable (contact name, title &amp; email):</b>	Sales Ledger Department, <a href="mailto:sales.ledger@computacenter.com">sales.ledger@computacenter.com</a>
<b>Reseller Accounts Payable (physical address):</b>	Computacenter (UK) Ltd, Sales Ledger Department, Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW, UK
<b>Address for legal notice to the Customer:</b>	7 and 8 Wellington Place Leeds, West Yorkshire, LS1 4AP United Kingdom  For the attention of: Legal Department Email: <a href="mailto:legal.team@nhs.net">legal.team@nhs.net</a>
<b>Service and Payment Terms</b>	<b>Term: 36 Months</b> <b>Start Date: 2/1/2023</b> <b>End Date: 1/31/2026</b>

[Redacted Table Content]

[Redacted Table Content]

[Redacted]	
Minimum Contract Value (USD)	\$18,595,620.48

PAYMENT TERMS & OTHER	
Billing Schedule	<p><b>Fees for Success Credits, Training Services, Advisory Services:</b> Databricks shall bill the Reseller for the above-stated fees for any Success Credits, Training Services and/or Advisory Services in the following manner:</p>  <p><b>Fees for Platform Services and Support Services (Universal Usage Commitment):</b> Databricks shall bill the Reseller for the total fees specified above for the Universal Usage Commitment (and related initial Support Services) in three installments, annually in advance (“<b>Annual Installment Fee</b>”) beginning upon execution of this Order and thereafter upon the Effective Date anniversary.</p> <p><b>Fees for Excess Usage:</b> If during the Term Customer’s usage exceeds the Specified Commitment (“<b>Excess Usage</b>”) then Databricks will bill Reseller for such Excess Usage (plus related incremental Support Fees) (“<b>Excess Usage Fees</b>”) monthly in arrears.</p>
Billing Source	<p><b>AWS usage (including the Specified Commitment):</b> Databricks to bill Reseller</p> <p><b>Support Fees:</b> Databricks to bill Reseller</p> <p><b>Advisory &amp; Training Services:</b> Databricks to bill Reseller</p>
Payment Terms	Terms for all services billed by Databricks are Net 30
Renewal	This Order will renew only upon mutual written agreement of the Reseller and Databricks.
Billing Questions	<a href="mailto:billing@databricks.com">billing@databricks.com</a>
Special Terms	Notwithstanding anything to the contrary in the Reseller Agreement, this Order may be terminated by Reseller (on behalf of and solely at the direct written direction of Customer) pursuant to the “Termination for Convenience” provision specified in Attachment 1.
UNIVERSAL USAGE COMMITMENT – APPLICABLE PRODUCTS AND CHARGES	
Cloud Service Providers for Platform Services	Amazon Web Services (AWS)

<b>Support Fees</b>	<p><b>Support included in total Minimum Contract Value.</b> Fees for Support for the Universal Usage Commitment are calculated using the net percentage set forth in the Platform Services and Support Services table above.</p> <p><b>Excess Support Fees.</b> If Customer exceeds the Specified Commitment during the Term, then the calculation of incremental Support Fees due for such Excess Usage would be determined by applying the same percentage (used to calculate the Support for the Specified Commitment) to the fees for such Excess Usage.</p>
<b>DISCOUNTS</b>	<b>Product Family Specific Discounts during the Term</b>
<p>During the Term, Reseller shall receive the % discount(s) specified below (“<b>Discounts</b>”) for Customer’s consumption of Platform Services under this Order. Discounts are applied against the Price List pricing for items in the applicable SKU Group (product family) as indicated in the SKU Group List. As used in this Order, “<b>Price List</b>” means the then-current Databricks price list found at <a href="http://www.databricks.com/pricing">www.databricks.com/pricing</a>, and “<b>SKU Group List</b>” is the then-current grouping of Databricks services/products as set forth at <a href="https://databricks.com/product/sku-groups">https://databricks.com/product/sku-groups</a>. For clarity - the Discounts do not cumulate with any prior or separately given contractual discounts, nor with generally available promotional discounts published on the Databricks Price List. Reseller will receive the benefit of the higher of the Discounts given in this Order, or such promotional discount during the promotion period.</p> <div data-bbox="142 814 1490 1656" style="background-color: black; height: 400px; width: 100%;"></div>	

Reseller will include and bind the Customer to the information set out in Attachment 1 below in its order form/contract with the named Customer. Upon signature by an authorized representative of each party, this Order shall become legally binding and governed by the Reseller Agreement between Reseller and Databricks. If the Order Effective Date shows "date last signed" and this Order is signed after the Order Start Date, the Order Effective Date will be deemed to be the Start Date.



**Reseller**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Databricks, Inc.**

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

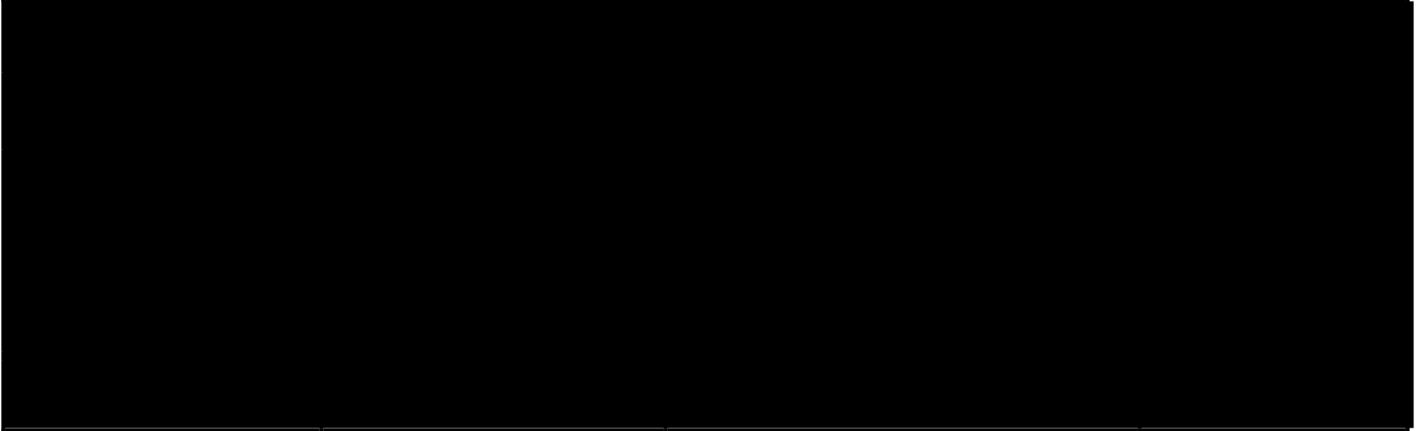
\_\_\_\_\_

Date:

\_\_\_\_\_

**ATTACHMENT 1 - TERMS RESELLER WILL INCLUDE IN ITS ORDER WITH CUSTOMER:**

**Universal Usage Commitment.** Databricks is informed, and on that basis Databricks and Customer agree, to the Universal Usage Commitment value described below. Customer may consume the Universal Usage Commitment by using any (i) Databricks Platform Services and (ii) Databricks-Powered Services specified on this Order, or (ii) any additional Databricks Platform Services or Databricks Powered Service of which Databricks notifies Customer. Unused Universal Usage Commitment shall expire at the end of the Term.



SUPPORT SERVICES	
Support Service	Description
AWS Production Support	Production SLAs for Support for Databricks on AWS
Direct Chat Support	Support via chat client (e.g., Slack, MSFT Teams)

TERM OF SERVICES ABOVE	
Term	36 months
Start Date	2/1/2023
End Date	1/31/2026

**Databricks Units (DBUs).** The current listing of offered node configurations and their DBU equivalents is available at <https://databricks.com/instance-types>. For a given task, Customer will be able to select from the available node configurations using the Databricks platform. Available node configurations will change over time, and it is possible that from time-to-time a particular node configuration may be discontinued.

**Support Services.** If the Order details above includes Support Services, the Databricks' Support Policy (providing applicable Support plan features, terms and processes) applies. The Databricks Support Policy current as of the Effective Date is attached for convenient reference at Attachment A; Customer's purchased level of Support Services will not be adversely altered or diminished during the Term, and Databricks will advise of any changes in administrative process or contact details in advance.

**Third Party Pricing/Payment Terms.** The Universal Usage Commitment above is Customer's commitment as to its usage of Platform Services, and is not a price. Customer's pricing, fees and payment terms for the Databricks Services described in the tables above are as separately arranged between Customer and its selected authorized Reseller. If Customer's actual Platform Services usage exceeds the Universal Usage Commitment during the Term, Databricks will charge for such excess usage (and incremental associated Support Services) through Customer's Reseller at the same rates assessed for the initial order.

**Cloud Service Providers; Databricks-Powered Services Providers.** In order to use any Platform Services, Customer must have an account with the applicable Cloud Service Provider and will be charged directly by the Cloud Service Provider for any direct usage of the Cloud Service Provider's platform (e.g., for compute or storage within Customer's account). Customer will be charged directly by the provider of any Databricks-Powered Services for any usage of such services.

**SaaS Services.** Customer acknowledges that the Databricks Services are provided with the sub processors set forth on [www.databricks.com/subprocessors](http://www.databricks.com/subprocessors) and agrees that, notwithstanding anything to the contrary in the Agreement, Databricks may add additional sub processors according to the process set forth therein. Databricks will make available a method to subscribe to receive a notice of any such updates.

**Advisory Services and Training Services.** Scheduling requests are enabled under Databricks' then-current request processes and policies at <http://databricks.com/professional-services/sc-program-overview.pdf>. Advisory Services and Training Services will be delivered remotely/virtually, unless otherwise arranged and agreed with Customer. For onsite services, Customer is responsible for travel-related expenses of Databricks personnel (as such expenses are not included in Service fees) as well as for venue costs/arrangements for any onsite Training.

**Customer Success Credits.** Success Credits are pre-purchased service credits which can be redeemed for any eligible Training Services, Advisory Services or Customer Success Subscriptions on the then-current Success Credit Price List (separately provided to Customer). View the information at <http://databricks.com/professional-services/sc-program-overview.pdf>, for an overview of available Services along with related redemption processes, scheduling policies and terms. The most current Success Credit Price List is available from your Databricks Engagement Manager. Databricks may update the Customer Success Credit Price List at any time, (however, such changes will not affect any pre-selected options included in this initial Order). Success Credits may not be reallocated towards a different Service after redemption. The order placed on your behalf by your authorized reseller includes the following, which as of the Effective Date Customer intends to redeem and use for the activities specified in Attachment B (provided, however, Customer will use Databricks' Success Credit redemption process to indicate its actual redemption elections under this Order):

ADVISORY SERVICES & TRAINING SERVICES		
Service	Description	Quantity
Success Credits	Flexible credits that may be used for Services and Subscriptions available on the Success Credit Price List	


**Expiration Period.** Any Customer Success Credits, Advisory Services (including Coaching/Customer Success Subscriptions), and/or Training Services (including Learning Subscriptions) under this Order expire if not used (delivered) within 36 months from the Start Date.

**Special Terms:**

i) **Strategic Customer Program.** Databricks shall include Customer as a member of its Strategic Customer Program.

ii) **Termination for Convenience.** During each year of the Order Form, Customer shall, by serving no less than 90 days' advanced written notice to Databricks prior to each anniversary date of the Order Start Date, be entitled to terminate this Order Form for convenience. For the avoidance of doubt, all fees paid or payable at the time notice is served in accordance with Section 9.6 of the Agreement, shall be non-refundable and/or remain due by the Customer. For the avoidance of doubt, if a notice is served no less than 90 days prior to an anniversary date, Customer shall not be liable for any further payments to Databricks.

**Incorporated as Part of Master Agreement.** Customer's purchase of, and rights to use, the Databricks Services are subject to the provisions above in connection with the Databricks Services aspects of this order only (such aspects this "Order") as well as the Databricks Master Cloud Services Agreement dated 30 January 2023 between the Customer and Databricks (the "Master Agreement"). The Master Agreement, together with this Order and any other outstanding order forms or service orders, are collectively the "Agreement". This Order is incorporated by reference into the Master Agreement as a Reseller Order. Any capitalized term used but not defined in this Order shall have the meaning assigned to such term in the Master Agreement. If any provision of this Order conflicts with a provision of the Master Agreement, the provision in the Master Agreement prevails. No term in



any Customer purchase order, other document between Customer and any third parties or any similar document to a purchase order will be deemed to modify the Agreement unless pre authorized in writing by Databricks.



## ATTACHMENT A

Version September 2022

### Databricks Support Policy

Databricks provides a number of plans that provide you with dedicated support and timely service for the Databricks platform and Apache Spark.

FEATURE	BUSINESS	ENHANCED	PRODUCTION
<b>MULTI-CLOUD SUPPORT</b> Support for Databricks on permitted Cloud Service Providers and Databricks-Powered Services; Complimentary Success Credits available based on commitment size	—	Yes	Yes
<b>SINGLE-CLOUD SUPPORT</b> Support for Platform Services on a single-chosen Cloud Service Provider	Yes	Yes	Yes
<b>SUPPORT PORTAL ACCESS</b> Online repository of documentation, guides, best practices, and more.	Yes	Yes	Yes
<b>UPDATES &amp; PATCHES</b> Receive updates, bug fixes, and patches without impact to your business.	Yes	Yes	Yes
<b>SERVICE LEVEL AGREEMENT (SLA)</b> Receive support responses according to issue severity.	Initial Response Time		
<b>STANDARD SUPPORT SEVERITY 1</b> Production system is down or severely impacted such that routine operation is impossible		1st contact response time: within 4 Hours	1st contact response time: within 1 Hour
<b>STANDARD SUPPORT SEVERITY 2</b> Production issue where the system is functioning but in degraded or restricted capacity	1st contact response time: within 1 business day	1st contact response time: within 1 business day	1st contact response time: within 4 Hours
<b>STANDARD SUPPORT SEVERITY 3</b> Issue where minor functionality is impacted or a development issue occurs			1st contact response time: within 1 business day
<b>STANDARD SUPPORT SEVERITY 4</b> Request for information or feature request with no impact on business operations			
<b>SUPPORT SERVICE HOURS</b> Live support during customer's choice of time zone.	9am - 6pm, Business Days*	9am - 6pm, Business Days*	<b>Severity 1 &amp; 2:</b> 24x7x365, <b>Severity 3 &amp; 4:</b> 9am - 6pm, Business Days*
<b>DATABRICKS STANDARD SUPPORT</b> Limited to break-fix support for the Databricks platform.	Yes	Yes	Yes
<b>DATABRICKS CHAT SUPPORT CHANNEL**</b> Per customer dedicated real-time messaging (e.g., Slack, MSFT Teams) channel available during business hours* for informal communication between the two teams, such as basic questions and information exchange.	No	Optional Upgrade	Yes
<b>MAX NUMBER OF TECHNICAL CONTACTS†</b> The number of technical Contacts with access to the Databricks Help Center or Chat Support Channel (if available)	2	4	8
<b>DATABRICKS' SUPPORT FOR SPARK††</b> Prioritized access to the world's leading Spark technical experts for troubleshooting problems using the product and services.	Up to 2 hours/month†	Up to 4 hours/month†	Up to 8 hours/month†

\* Support business hours are from Monday through Friday, from 9AM to 6PM (North America timezones (EST/CST/PST/MST), Central Europe (CET), Singapore/China (SGT/CST) and Australia Eastern (AET) Timezone). Support business hours exclude local holidays in each timezone.


\*\* Chat Support channel is not covered under the Support SLA response times.

† "Contact" means a unique named user at Customer (whether by email address, chat ID); accounts may not be shared.

†† Additional assistance beyond the original limits can be purchased as Advisory Services which will be delivered by our professional services team.

If no support is specified in an Order, Customer's support shall be limited to public documentation and open resources on the [Databricks Help Center](#).

View the resources available through our [Customer Support Handbook](#) for more information on support definitions, processes and terms.



As of the Effective Date, the Customer Support Handbook information mentioned above consists of the following:



# Customer Support Handbook

(Last Revised September 2022)

This Customer Support Handbook provides supplemental details regarding Databricks Support Service offerings, definitions and terms, as well as how to access assistance from Databricks Support.

## Generally

- **Self-Service Assistance.** Customers who have not ordered Support Services via a Databricks Order may access public documentation and open resources available via the Databricks Help Center. (Databricks is not liable to provide any other form of assistance or information).
  - **Help Center:**  
[https://help.databricks.com/s/?\\_ga=2.91271314.903005915.1660595905-1444354496.1653593356](https://help.databricks.com/s/?_ga=2.91271314.903005915.1660595905-1444354496.1653593356)
- **Responsibilities/Resources.** Supported customers are responsible to assure Contact personnel meet minimum capability/knowledge expectations, as outlined in our posted resource guides below. Such Contacts must also follow these published processes to effectively access Databricks Support Services and interact with Databricks Support personnel (otherwise our ability to engage may be delayed or hindered).
  - **Support resources:**  
<https://docs.databricks.com/resources/support.html>
  - **Databricks Support Portal & Admin Console:**  
<https://docs.databricks.com/resources/support.html#the-admin-console>
- **Mid-term Upgrades.** Customers may upgrade to a higher level of Support Services during the term of their current Support Service. Contact your Databricks Account Executive for a quote.
- **Case Closure.** Requests are closed by mutual agreement of achieved resolution, or after no reply has been received from Customer for 5 business days. (Applies to Support Plans other than Chat).
- **Exclusions.** Support is not available to address performance issues on Databricks Jobs Light Compute. Purchased Support Services apply to the Platform Services/Databricks Powered Services used with the Cloud Service Provider(s) specified in Customers Order.

## Named Contacts

- **Initial Setup.** To enable named Contacts under Business, Enhanced, and Production Support Service plans, Customers provide their Databricks Account Executive with a contact who will serve as the Customer's Support Administrator ("**Admin**").

The Admin will receive a verification and setup email, and access to the Databricks Support Portal & Admin Console.

- **Contact Additions/Changes.** Once enrolled, the Admin can appoint, manage, and update up to the maximum number of purchased named Contacts.

## Opening Support Tickets

To open tickets for Support Services (other than Direct Chat Support), the preferred method is to use the [Databricks Help Center](#) (see *Responsibilities/Resources*, above).

Customers may also send email to [help@databricks.com](mailto:help@databricks.com)

## Direct Chat Support

Limited technical assistance is available for reviewing Customer code or applications. The following levels of chat support are currently available, and include the number of Contacts shown:

Support Product	Max # of Contacts
Direct Chat	8
Direct Chat Support Add-On	4
Direct Chat Support Silver*	4

\* *for Databricks Powered Services on Azure*





The following pages describe the entitlements, additional terms and eligible activities applicable if Customer elects the Gold Tier of Databricks Customer Success Subscription (“**CS Subscription**”, sometimes also referred to as a Coaching Subscription) under the Order to which this Overview is attached.

CS Subscription Description	
<b>General</b>	<ul style="list-style-type: none"> <li>Provides Customer access to engage with a designated / named Databricks Customer Success Engineer (CSE) on an annual subscription basis.</li> </ul>
<b>Tiers &amp; Activities</b>	<ul style="list-style-type: none"> <li>Annual subscription includes “up to [REDACTED]” number of engagement hours per calendar week as defined by the Customer’s purchased Tier.</li> <li>Please attached for examples of eligible activities.</li> <li>If the CS Subscription program is changed during the period of Customer’s subscription to include additional benefits for all customers at the same Tier for no additional fee, Customer will receive the benefit of such enhancements; however, during the term of Customer’s subscription, no changes to the CS Subscription Program that would result in a reduction in Customer’s entitlements (engagement hours or eligible activities) will apply</li> </ul>
<b>Additional Terms</b>	<ul style="list-style-type: none"> <li>Fees for pre-purchased CS Subscriptions (or, Success Credit redemption values) are as described / paid as set forth in the Order.</li> <li>CS Subscriptions are priced and provided on an annual (12 month) basis. However, if a CS Subscription is purchased by redeeming Success Credits during the course of (not at the beginning of) an annual period of the Term indicated in the Order, the annual subscription (and associated redemption fees) are pro-rated on a 3, 6, or 9 month basis to most closely match the annual of the Order.</li> <li>CSE engagement is remote/virtual. Customer will reimburse Databricks for the reasonable travel-related expenses of Databricks personnel, where Databricks agrees personnel will travel for onsite engagement.</li> <li>Access to the amount of CSE engagement indicated for your Tier is provided on a weekly basis. Unused days/hours do not carry over to later weeks/periods.</li> </ul>



## Focus areas provide the assistance you need

Leading-edge projects come with unforeseen obstacles. Avoid time-wasting trial and error by using our experienced professionals to guide your team. Databricks Customer Success Engineers are cloud certified and Databricks certified, and have experience tackling challenges in the following areas:

Focus Area	Representative Activities
<b>Success Services</b>	<ul style="list-style-type: none"><li>• Pre-emptive health checks</li><li>• Databricks expert coordination and project oversight</li><li>• Maintenance of Success Plans to meet business outcomes</li><li>• Periodic Business Reviews</li><li>• New feature introductions and demos</li><li>• Rapidstarts - Live technical education sessions</li></ul>
<b>Getting Started with Databricks</b>	<ul style="list-style-type: none"><li>• Orientation to Databricks and available resources</li><li>• Success Plan development for your priority projects</li><li>• Guidance on training paths and enablement plans</li><li>• Onboarding support and enablement for new team(s)</li><li>• Best practices for environment setup</li></ul>
<b>Project Acceleration: New Data Sources, New Use Cases</b>	<ul style="list-style-type: none"><li>• Onboarding support and technical guidance for new data sources</li><li>• Planning assistance and implementation best practices for new use cases</li><li>• Roadmap alignment and advice on use of Databricks features</li><li>• Reference architectures for similar examples</li><li>• Assistance leveraging Solution Accelerators for new machine learning use cases</li></ul>
<b>Team Acceleration: New Staff</b>	<ul style="list-style-type: none"><li>• Onboarding support and coaching for new team members</li><li>• Curation of organization-specific technical documentation</li><li>• Additional Rapidstarts as your projects require</li><li>• Hands-on technical training workshops</li><li>• Advice and assistance establishing a Center for Enablement</li></ul>
<b>Technical Advice and Guidance</b>	<ul style="list-style-type: none"><li>• Administration best practices</li><li>• Coaching on code development best practices</li><li>• Access to Databricks Private Previews</li><li>• Recommendations for CI/CD setup and version control</li><li>• New product feature advice and recommendations</li></ul>



<b>Platform health and efficiency</b>	<ul style="list-style-type: none"><li>• Platform health analysis and recommendations</li><li>• Optimization techniques for speed, cost, and data SLAs</li><li>• Assistance implementing operational metrics and reporting</li><li>• Usage monitoring, cluster tagging, and contract monitoring</li><li>• Assessment of benefits of unused features</li><li>• Planning for Databricks product upgrades</li></ul>
<b>Governance and compliance</b>	<ul style="list-style-type: none"><li>• Platform security best practices</li><li>• Access control advice and planning</li><li>• Governance planning for data assets including tables, files, and ML models</li><li>• Assistance configuring audit logs for insights into access patterns</li><li>• Recommendations to prevent workspace proliferation</li></ul>



Annexe D to Call-Off Schedule 6 (ICT Services)  
Software as a Service Terms

The Software as a Service Terms are contained in the Master Cloud Services Agreement (MCSA) between the Buyer and the Key Subcontractor dated 30 January 2023.